



## CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve specifications and authorize advertisement for Requests for Proposals for Employee Assistance Program.

**MEETING DATE:** December 16, 1992

**PREPARED BY:** Joanne Narloch, Personnel Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement, for Requests for Proposals for Employee Assistance Program.

**BACKGROUND INFORMATION:** Our current contract with Family Services Agency will be expiring in February of 1993. We have not gone out to bid for Employee Assistance Program Services for approximately ten (10) years. Because of the increasing importance of this program to the City, we would like to evaluate all available Employee Assistance Programs in this area to determine who can provide us with the most responsive and cost effective services.

**FUNDING:** None.

*Joanne M. Narloch*  
Joanne M. Narloch  
Personnel Director

JMN:lra

CC9220/TXTA.04P

APPROVED: *Thomas A. Peterson*

THOMAS A. PETERSON  
City Manager



## **CITY OF LODI**

### ***REQUEST FOR PROPOSAL FOR EMPLOYEE ASSISTANCE PROGRAM***

The City of Lodi is **seeking** proposals from qualified firms to provide employee assistance program (hereinafter called EAP) **services**.

#### **GENERAL BACKGROUND**

The City **of Lodi** currently employs **approximately 404** full-time and a varied amount of part-time employees. It is the desire of the City of Lodi **to** provide a responsive and cost effective employee assistance program **to** its employees.

The proposed EAP model will quire the **service** provider to provide professional counseling in a variety of **areas to** employees referred **by the** City or who voluntarily contact the **EAP**. **The** Personnel Department is responsible for providing the policy direction and management of **the** program.

#### **PROJECT OBJECTIVES**

**Of** primary importance **to** the City **of** Lodi is a **quality program** capable of providing a full range of **EAP** services. The successful EAP service provider must demonstrate a proven **track record** of being able **to** assist a large employer in controlling work absences, **turnover**, tardiness and workers' compensation costs commonly related **to** the **diseases** of alcoholism and drug **abuse** and other personal **problems that** negatively impact effective **job** performance. The City **will expect** regular **and** ongoing communication with the **service** provider regarding City made referrals **to** the extent that laws protecting confidentiality permit.

**The City's** chosen EAP provider **must** be able **to** demonstrate financial solvency **at** all levels of their operation.

The prospective provider must fully detail as part of their response **its** security **system** designed **to** protect unauthorized access **to** files and other confidential materials.

## COMPLIANCE WITH THE LAW

The EAP provider who is selected **agrees to** conduct its operation on all levels in full compliance with all applicable local, state, and federal laws, rules and regulations governing such **operations** in effect at the time **an** agreement is executed and as amended during the period **the** agreement is in effect. The EAP provider agrees **to** keep the City and its officers notified with respect **to** applicable changes or pending changes in those **areas** of law, **regulations** or **case** law which may affect City operations **as soon as** information on such changes **becomes** available.

## CONTRACT REQUIREMENTS

1. A quarterly report must be submitted to the Personnel Director **no** later than **20 days** after the end of each quarter containing the following information:
  - a. Data regarding the number of employees referred and/or voluntarily seeking services and the types of issues and/or problems for which employees **are** receiving counseling, and
  - b. Any other information that confidentiality **laws** permit and would **be** useful **in** resolving **or** anticipating employee relations **problems and** concerns.
2. A detailed description of **services** offered in the following **areas**:
  - Alcohol abuse counseling/referral .
  - **Marital** and family counseling.
  - Stress management seminars for employees.
  - Post traumatic incident intervention and aftercare.
  - Services offered **to** members of the employee's family.
  - **Drug** abuse counseling/referral.
  - On going in-service **awareness** training in employee assistance matters of management and supervisory personnel and regularly scheduled updates **on** subject **material**.
  - Employee orientation.
  - Peer support group training.
  - Career counseling.
  - Conflict resolution in the workplace
  - Other services.
3. The **selected** EAP firm must provide all forms, posters, brochures, mailers, and cover all printing **costs**. The City reserves the right to review ail printed materials prior **to** their distribution.

4. The City's chosen EAP provider working with the Personnel Department will submit a written plan for implementation that addresses the following areas:
  - a. Policy Statement
  - b. Marketing Strategy
  - c. Training/Orientation of Management, **Supervisors** and Employees
5. Before performing services, the chosen **EAP** provider shall provide acceptable evidence of the following insurance coverages to the City:
  - a. Workers' Compensation Insurance required by Labor Code Section 3700 for all employees of the **EAP** firm and the employees of **any sub-** contractor or volunteer who directly or indirectly provides services to the City **on** behalf **of the EAP** provider.
  - b. Comprehensive general and automobile liability insurance with a minimum of \$1 million; combined single limit per occurrence which includes premises operation; independent contractual; broad form property damage endorsement; and owned, non-owned and hired autos.
  - c. Such endorsements **of** insurance that **are** required will name the City **of Lodi** as an additional insured on all policies.
  - d. The City will be provided with a thirty (30)-day notice of cancellation, material change or non-renewal.

During the life of the contract, the **EAP** firm shall **purchase** and maintain insurance coverage with carriers who are reputable and carry at least an "A" rating, **are** admitted in California by the California Department of Insurance and **are** acceptable to the **City of Lodi**. Failure to furnish acceptable evidence of insurance **of** lapse **in** the policy will be considered a material breach and **grounds** for termination **of** the contract.

6. The chosen provider must **be** able to successfully demonstrate, throughout the length **of** the contract, that the counseling staff who will **be** interfacing with City of **Lodi** employees exhibit the highest level of professional experience and capability **necessary** to provide consistently high quality **EAP** services. Said counselors will hold in **good** standing a valid PhD degree, be a **PhD** candidate, medical doctor, licensed Marriage & Family Child Counselor (MFCC) or Licensed Clinical Social Welfare (LCSW).

In addition, the successful EAP provider will submit a current list of individual profiles on its counseling staff.

7. The selected EAP firm will agree to contract language or amendments which prohibit referrals to in-patient rehabilitation facilities which are in any way associated with the EAP firm.
8. The selected EAP firm will agree to extending its cooperation to the City or its designated representatives in periodic evaluations or audits. The time for such audits will be determined by the City of Lodi, but will not **be** scheduled in such a manner that will place an unreasonable hardship on ~~the~~ EAP **firm**.

## **DURATION**

The contract will be for a **period** of three (3) years, subject **to** the appropriation of funds **and** will include open-ended provisions for continuation subject to a thirty (30) day cancellation notice **by** the City of the EAP provider.

The **EAP** provider selected will **be** capable of providing services to City employees within 30 days **upon** notification in writing by the City of its selection.

## **GENERAL TERMS & CONDITIONS**

1. The proposal shall be signed by **an** official authorized to bind the **firm**. It should **also** include the name, title, address and telephone numbers of individuals with authority to negotiate and contractually bind the **firm**, and who may be contacted during **the** period of proposal evaluation.
2. This request for proposal does not commit the City of Lodi to award a contract **or** to pay any costs incurred in the preparation of a proposal in response **to** this **request**. The City of Lodi reserves the right **to** negotiate the scope of services and the proposed contract price with the firm, **or** to cancel in **part** or in its entirety this request for proposal.
3. The **firm**, by submitting the proposal, waives all rights to protest or **seek** any legal remedy whatsoever regarding any aspect of the **RFP**, the selection process, ~~the City's~~ review of the proposal, **and** any agreement that the City may enter into **as a** result of ~~the~~ proposal submitted.
4. Proposal shall be considered binding for ninety (90) days after the proposal due **date to** allow for staff's evaluation and recommendation for award.
5. The City's Personnel Director, or the designated representative shall administer the Agreement on behalf of the City.
6. The selected firm shall at all times during its performance of services **be** considered **an** independent contractor. The firm's employees shall ~~under~~ **no** circumstances be considered or held to be employees or agents of City.

7. During its performance of **the** required services, the firm shall not discriminate on the grounds of race, color, **religion**, national origin, **sex**, sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or **any** conditions related thereto, in the selection or retention of employees and subconsultants and the procurement of materials and equipment.

## PROPOSAL SUBMITTAL

**Those firms** interested in competing for **this** contract are requested **to** submit:

- a. Program cost for all services outlined herein.
- b. Program **cost** for all **services** except post traumatic incident intervention/aftercare.
- c. Method of **payment** for services provided,
  1. fee for service
  2. **per capita**
- d. Proposed schedule for program implementation.

Proposals should outline what the **EAP** provider *can* provide for the **City of Lodi** in all areas **of** services requested. Please include recommendations on **how** the City *can* measure **results of the** services delivered, and recommend whatever corrective **actions may be** needed **to** rectify **program** deficiencies. All proposals should include a minimum **of the** following:

1. Description and background history of Employee Assistance **Program experience** and services offered.
2. Sample Management Reports and other applicable **service** usage reports.
3. An outline of present and **past** public or private **agencies serviced** by the same office that would **be** servicing the City of **Lodi**.
4. References, **including** names, addresses **and** telephone **numbers** of **agencies** referred **to** in Question 3.

Seven complete sets of proposals shall be submitted **to** Joanne Narloch, Personnel Director, Personnel Department, City of **Lodi**, P.O. Box 3006, Lodi, Calif. **95241**, no later than 5:00 p.m., January 15, 1993.

## **SELECTION PROCESS**

All proposals will be reviewed by the EAP Committee and City staff. Those selected as contenders will be invited to make an oral presentation on their proposal in person. Those presentations should not exceed thirty (30) minutes, followed by a period of fifteen (15) minutes allocated for questions by the EAP Committee and City staff.

If you have any questions regarding the Request for Proposal, please contact Joanne Narloch, Personnel Director, at (209) 333-6704.